

Message

From: Andrew Steinberg [andrew.steinberg@lepetomaneinc.com]
Sent: 1/29/2018 5:41:16 PM
To: Berkoff, Michael [berkoff.michael@epa.gov]
CC: Mikalian, Charles [mikalian.charles@epa.gov]; Jay A. Steinberg, President [trustee.president@lepetomaneinc.com]
Subject: Re: little help here

Michael / Chuck -

Good morning.

As requested, the Trust assembled cost estimates for the Work to be conducted by the City/Purchaser as specified in the emailed sections of the draft Panelyte Purchase Agreement. The numbers below represent conceptual cost estimates for a reasonable assumption of labor if these actions were to be performed by the Trust. Accordingly, the estimates are presented as a range.

1. Submittal of PRSPs : \$10,000 - \$20,000 **annually**
2. Development and submittal of ICIAP (incl. ALTA survey) : \$10,000 - \$60,000 **one-time** (wide range due to the unknowns of ICs at this time)
3. Submittal of ICIAP certifications : \$1,000 - \$5,000 **annually**
4. Community involvement : \$5,000 - \$15,000 **as required** (assume material costs to be limited to participation by City's consultant)
5. Property Preparation (incl. Site Clearance Plan) : \$25,000 - \$100,000 **one-time** (difficult to gauge until design advances but this is where the Trust would realize the majority of cost benefit. It might prove to be a greater bang for the buck if *we* prepare the draft plan so they can simply comment and spend the majority of resources they have allocated to this *doing the work* as opposed to conceptualizing it)
6. Traffic Management Plan : \$5,000 - \$10,000 **one-time** (this does not includes implementation)

Acknowledging the conceptual nature of these numbers, I hope this help. In response to your secondary question - no, we have not yet prepared a budget for these tasks. Preparation of budgets along these lines will begin once design advances beyond 50%.

Of course, outside the scope of the current agreement is the City assumption of all O&M associated with the remedy itself. I believe this would be integral to the purchase agreement between the Trust and the City for the Trust property. But we'll cross that one later...

If EPA would like to discuss, please let me know.

Thank you,

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On Jan 24, 2018, at 3:19 PM, Berkoff, Michael <berkoff.michael@epa.gov> wrote:

Andrew,

We are trying to quantify in dollars the work that we expect the City to perform as a part of the Panelyte Purchaser agreement. Could you help us assign dollars to these tasks? Are these things that you have already contemplated as costs?

Here is the work section from the current draft of the agreement.

1. The City and the Purchaser shall perform, at a minimum, all actions necessary to implement the Work set forth in this Section. As necessary, the City and the Purchaser will consult with the Trust in performing the Work.

2. For any regulation or guidance referenced in the Settlement, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after the City and the Purchaser receives notification from EPA of the modification, amendment, or replacement.

3. Cooperation with Periodic Reviews

- a. As requested by EPA after completion of the remedial action for OU1, the City and Purchaser shall submit one or more Periodic Review Support Plan (PRSP) for EPA approval. Each PRSP addresses the actions that the City and the Purchaser shall conduct to support EPA's reviews of whether the remedial action under the ROD is protective of human health and the environment in accordance with Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and applicable regulations (also known as "Five-year Reviews"). The City and the Purchaser shall develop each PRSP in accordance with *Comprehensive Five-year Review Guidance*, OSWER 9355.7-03B-P (June 2001), and any other relevant five-year review guidances. The City and the Purchaser shall implement each approved PRSP.
- b. The actions which the City and the Purchaser shall be required to perform under each PRSP shall be limited to the compilation, reporting, review and analysis of data, reports and other information in their possession.

4. Institutional Controls Implementation and Assurance Plan (ICIAP)

- a. The SOW for the remedial design requires, among other things, a Preliminary (50%) Remedial Design. At the same time that the Trust submits the Preliminary (50%) Remedial Design, the City and the Purchaser shall, after coordination with the Trust, develop and submit the ICIAP described in this Paragraph to EPA for review and approval.
- b. The ICIAP describes plans to implement, maintain, and enforce the Institutional Controls (ICs) at OU1. The City and the Purchaser shall develop the ICIAP in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites*, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012), and *Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites*, OSWER 9200.0-77, EPA/540/R-

09/02 (Dec. 2012). The ICIAP must include the following additional requirements:

- (1) Locations of recorded real property interests (e.g., easements, liens) and resource interests in the property that may affect ICs (e.g., surface, mineral, and water rights); and
 - (2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) Survey guidelines and certified by a licensed surveyor.
- c. Beginning in the calendar year after completion of the remedial action under the ROD, the City and the Purchaser shall submit an annual certification regarding the status and effectiveness of ICs to EPA. The City and the Purchaser shall submit such certification not later than December 31 of each calendar year. The City and the Purchaser will cooperate with EPA in updating the ICs as necessary to ensure the long-term protectiveness of the OU1 remedial action.
- d. Nothing in this Paragraph shall require the City or the Purchaser to file restrictive covenants or other recordable instruments on property that they do not own.

5. Assistance with Community Involvement Activities

- a. If requested by EPA, the Purchaser shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, this Paragraph. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator (CityCI Coordinator).
- b. If requested by EPA, the City and the Purchaser shall participate in community involvement activities, including participation in (1) the preparation of information regarding the OU1 and the Property for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings that may be held or sponsored by EPA to explain activities at or relating to OU1 or the Property. The City's and the Purchaser's support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) any Community Advisory Groups, (2) any Technical Assistance Grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment. All community involvement activities conducted by the City and the Purchaser at EPA's request are subject to EPA's oversight.
- c. If requested by EPA, the City and the Purchaser shall, within 15 days, designate and notify EPA of the City CI Coordinator. The City and the Purchaser may hire a contractor for this purpose or may designate appropriate City and/or City Purchaser personnel. The City' and the Purchaser's notice must include the name, title, and qualifications of the City CI Coordinator. The Cityt CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's community

involvement coordinator regarding responses to the public's inquiries about the OU1 and the Property.

6. Property Preparation Activities

- a. Performance of the OU1 remedial design will require the clearing of trees, brush and undergrowth so as to allow safe and unimpeded access to necessary areas of the Property. In accordance with this Paragraph, the City and the Purchaser agree to perform such clearing activities.
- b. After consultation with EPA and the Trust, the City and the Purchaser shall submit to EPA for review and approval a Site Clearance Plan, including a schedule, for performance of the minimum site clearing activities at the Property necessary for performance of the portions of the OU1 remedial design on the Property. The City and the Purchaser shall submit this plan to EPA at the same time that the Trust submits to EPA the Predesign Investigation Work Plan required by the SOW, unless otherwise agreed to by EPA.
- c. The City and the Purchaser shall have discretion to manage materials cleared under the Site Clearance Plan either on the Property or off the Property, provided that the City and the Purchaser do not manage such materials in a manner which exacerbates contamination at OU1, increases the risk of exposure to Waste Materials, interferes with the OU1 remedial design or OU1 remedial action, or violates federal, state and/or local law. The City and the Purchaser shall not manage the cleared materials in a manner inconsistent with the direction of EPA's RPM.
- d. If the City and the Purchaser believe that management of cleared materials as required by EPA or the Trust represents an unreasonable cost, the City and the Purchaser shall immediately consult with EPA and the Trust prior to management of such materials.
- e. Upon EPA approval of the Site Clearance Plan, the City and the Purchaser shall implement the approved plan in accordance with the schedule therein.

7. Traffic Management Plan

- a. The OU1 remedial action involves the off-site transportation of contaminated materials from OU1 and the Property, in part on the public roads in Kalamazoo surrounding OU1 and the Property. Proper management of that traffic is an important part of ensuring the protectiveness of the OU1 remedial action. In accordance with this Paragraph, the City and the Purchaser agree to oversee that off-site traffic related to the OU1 remedial action.
- b. After consultation with EPA and the Trust, the City and the Purchaser shall submit to EPA for review and approval a Traffic Management Plan. The purpose of the Traffic Management Plan is to prevent injuries to workers, passengers and pedestrians, damage to vehicles and/or other equipment, and damage to 3rd-party property.

- c. The City and the Purchaser shall submit the Traffic Management Plan to EPA by at the same that the Trust submits to EPA the Preliminary (50%) remedial design required by the SOW, unless otherwise agreed to by EPA.
- d. The City and the Purchaser shall oversee the implementation of the approved Traffic Management Plan by the parties performing the OU1 remedial action.
- e. As necessary during the OU1 remedial design and remedial action, after consultation with EPA and the Trust, the City and the Purchaser shall submit revisions to the Traffic Management Plan to EPA for review and approval, and shall implement approved revisions.

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